

Morning Star Farm

Participant / Rider Emergency Contact Information

Name _____

Address _____ City _____

State _____ Zip _____ **E-Mail** _____

Age _____ Birth Date _____ Height _____ Weight _____ (max. weight 200 lbs.) Sex: M / F

Home Phone _____ Work Phone _____

Cell Phone Mom _____ Cell Phone Dad _____

Mothers Name _____

Fathers Name _____

Guardians Name _____

Emergency Contact _____ Phone _____

Medical Insurance Carrier & Number _____

Does this rider have physical & or mental health conditions, problems and or disabilities which may affect his/her ability to ride a horse? **YES NO** (Circle one) if "yes" describe here:

THIS STABLE prohibits pregnant women from riding / handling horses.

To the best of my knowledge I am not pregnant_____(init.)

Please Check all that apply

___ Enrolled in M.S.F. Lessons? Date of first lesson: _____

___ Enrolled in M.S.F. Camp? If so which weeks: _____

___ Here for a Birthday Party? Party Host & party date _____

___ Are you a Guest of one of our Boarders/Students? If so whom? _____

___ Sponsoring or Leasing a horse? Horses owner _____

___ Here to see /ride a horse for sale? Horses owner _____

___ Other; Please explain _____

___ **Please put me on your mail list for camp information**

EQUINE TRAINING & PARTICIPATION AGREEMENT, LIABILITY RELEASE AND INDEMNITY AGREEMENT

KEVIN & VICKY BYARS

*Morning Star Farm, Inc., 885 Sutro Avenue
Novato, California 94947*

CAUTION:

THIS CONTRACT AFFECTS YOUR LEGAL RIGHTS.

BY SIGNING IT YOU ARE WAIVING LEGAL RIGHTS AND ASSUMING LEGAL LIABILITIES. YOU ARE ADVISED TO READ THIS CONTRACT CAREFULLY BEFORE SIGNING, AND WILL BE PRESUMED TO HAVE DONE SO FOR PURPOSES OF ANY DISPUTE ARISING OUT OF THIS CONTRACT OR THE MATTERS SET FORTH HEREIN.

The signatory(s) hereto hereby enter into this Equine Training & Participation Agreement, Liability Release and Indemnity Agreement (hereinafter "Contract"), as more fully set forth below. This Contract is deemed effective upon signing and shall be in effect each and every time thereafter that the persons subject to this Contract engage in conduct that is anticipated by this Contract.

1. DEFINITIONS (as used in this Contract):

- A. The term TRAINER includes Trainers Kevin and Vicky Byars, Morning Star Farm, Inc., and all persons working for, voluntarily or otherwise providing services under this Contract on behalf of Kevin Byars, Vicky Byars or Morning Star Farm, Inc. their agents, employees, and assigns.
- B. The term HORSE refers to any member of the equine species, including each and every HORSE specifically identified in this Contract. Any HORSE provided by CLIENT that CLIENT uses during TRAINING or that TRAINER handles or mounts is a HORSE in TRAINING for purposes of this Contract.
- C. The terms EQUINE ACTIVITY and HORSEBACK RIDING shall refer to the handling, training and care of HORSES, whether mounted or not, to the riding and exercising of HORSES, and to being in the presence of HORSES for any purpose whatsoever.
- D. The term OWNER shall refer to the full legal owner, part-legal owner, and/or lessee of the HORSE(S) that are identified in this Contract, and to any and all persons who have represented themselves to be the full or part owner, or lessee of such a HORSE.
- E. The term PARTICIPANT includes any and all persons engaged in an EQUINE ACTIVITY or who are otherwise present on the PREMISES (as defined at ¶ 1.J.) for any purpose, including pony rides and equestrian competitions.
- F. The term STUDENT includes any and all persons receiving instruction in EQUINE ACTIVITIES from TRAINER, including but not limited to those people identified on the signature page of this Contract, taking pony rides or participating in competitions.
- G. The term CLIENT includes any and all such persons as are defined as an OWNER, PARTICIPANT and/or STUDENT.
- H. The terms TRAIN and TRAINING refer to the schooling, conditioning and education of HORSES, and to the instruction and education of STUDENTS in the skills of

EQUINE ACTIVITIES. The terms TRAIN and TRAINING also refer to showing or TRAINING HORSES and STUDENTS participating in competitions, and the provision of pony rides.

I. The term PREMISES shall include the property known as Morning Star Farm, which is leased from the City of Novato, the adjacent lands of the City of Novato, and all natural conditions and improvements thereon, including but not limited to arenas, barns, stalls, pastures, paddocks, fences, tacking areas, feed and tack rooms, permanent jumps and obstacles, walkways, paths, trails, seating and picnic areas, play equipment, the petting zoo and unimproved lands. The term PREMISES shall also include the property, natural conditions and improvements at any other location at which TRAINER provides services to CLIENT under this Contract, including locations at which TRAINER provides pony rides, accompanies CLIENT on trail rides, provides CLIENT with instruction, or supervises CLIENT in or for purposes of competition.

J. The plural of each term defined herein shall have the same meaning as the singular. To the extent that each term defined herein is used in this Contract, the singular shall be read as the plural and the plural shall be read as the singular, as appropriate given the circumstances.

2. **CONSIDERATION FOR THIS CONTRACT:**

- A. PARTICIPATION: Each signatory hereto hereby agrees that in consideration of CLIENTS:
- (1) being permitted upon the PREMISES;
 - (2) their HORSES being permitted on the PREMISES;
 - (3) being permitted to participate in EQUINE ACTIVITIES through the services of TRAINER;
 - (4) TRAINING provided by TRAINER; and/or
 - (5) being permitted to observe and handle the animals in Morning Star Farm, Inc.'s petting zoo and to use the play equipment provided;

each signatory, on behalf of himself/herself and each person on whose behalf he/she has executed this Contract, consents to the terms of this Contract and assumes all risks and liabilities set forth herein.

B. ENTRY ON THE PREMISES: CLIENT hereby agrees and represents that in consideration of being permitted upon the PREMISES, for any purpose, including but not limited to picking up or dropping off other persons or HORSES, observation, the use of facilities or equipment, access to the petting zoo and play equipment, or participation in EQUINE ACTIVITIES, including but not limited to participation in pony rides, TRAINING or competition, he/she has, or immediately upon entry will, inspect such PREMISES. CLIENT acknowledges and stipulates that for purposes of any claim or cause of action arising out of the matters that are the subject of this Contract, he/she will be deemed to have inspected and found the PREMISES acceptable and safe for his/her intended use, the intended use of any person on whose behalf CLIENT has executed this Contract, and any HORSE CLIENT may bring or cause to be brought onto the PREMISES.

C. TRAINING SERVICES: CLIENT hereby retains Kevin Byars, Vicky Byars and Morning Star Farm, Inc. to provide, through their own services or those of any other TRAINER identified herein, TRAINING to the persons and HORSES identified herein, at Section 11 of this Contract. CLIENT desires to have flexibility in the nature and quantity of TRAINING provided under this Contract. Accordingly, the signatories hereto shall compensate Kevin Byars, Vicky Byars and Morning Star Farm, Inc. for said TRAINING on a periodic basis according to a fee schedule that

will be published by Kevin Byars, Vicky Byars and Morning Star Farm, Inc., and revised from time to time. TRAINER reserves the right to provide TRAINING under this Contract before said compensation has been received, and to waive compensation for any TRAINING services that may be provided under this Contract, but it is stipulated that any such deviation from the normal payment schedule will not alter the terms of this Contract going forward. At no time shall TRAINERS be obligated to provide any services under this Contract prior to receiving compensation for the same. Signatories are jointly and severally liable for the TRAINING fees incurred pursuant to this Contract.

D. ASSUMPTION OF THE RISK: It is stipulated that CLIENT enters the PREMISES and participates in EQUINE ACTIVITIES, TRAINING and use of the petting zoo and play equipment at CLIENT'S own risk. In further consideration of being permitted to enter the PREMISES, to participate in EQUINE ACTIVITIES, the TRAINING services and benefits to be provided under this Contract, access to the petting zoo and play equipment, and being permitted to handle the animals in the zoo, each signatory hereto assumes and accepts all of the risks, terms and conditions described in this Contract (including those described at ¶ 3 of this Contract), on behalf of him/herself, his heirs (including all minor children), administrators, estate, assigns and representatives. To the extent that a signatory hereto is executing this Contract in his/her capacity as the parent or legal guardian of a person identified in Section 11 of this Contract, he/she assumes and accepts all of the risks, terms and conditions described in this Contract (including those described at ¶ 3 of this Contract), on behalf of each said person, and said person's parents, heirs (including minor children), administrators, estate, assigns and representatives.

E. RELEASE OF LIABILITY and COVENANT NOT TO SUE: In further consideration of being permitted to enter the PREMISES, to participate in EQUINE ACTIVITIES and the TRAINING, services and benefits to be provided under this Contract, including use of the petting zoo and play equipment, each signatory hereto on behalf of him/herself, his/her heirs (including all minor children), administrators, estate, assigns and representatives, and to the extent that a signatory hereto is executing this Contract in his/her capacity as the parent or legal guardian of a person identified in Section 11 of this Contract, on behalf of each said person, and said person's parents, heirs (including minor children), administrators, estate, assigns and representatives fully releases, acquits and discharges TRAINERS, the City of Novato, and any and all other persons, firms, entities or corporations who are or can ever in any way be liable to the undersigned, of and from all claims, demands, damages, actions and causes of action of every kind and nature (including but not limited to rights of indemnity and contribution) known or unknown, existing, claimed to exist, or which can ever hereafter arise out of or result from or in connection with: the use of the PREMISES; hidden, latent or obvious defects in any equipment that may be provided for CLIENT use; the services to be provided by TRAINERS pursuant to this Contract; EQUINE ACTIVITIES; use of the petting zoo and play equipment, handling the animals in the zoo, or any of the other the risks, terms and conditions described in this Contract (including those itemized in ¶3 of this Contract), including but not limited to any and all liability for any injuries and damages to persons, HORSES and/or property that may arise, from the strict liability, passive negligence or active negligence of TRAINERS and the other parties herein released. This agreement includes a stipulation that none of the releasing parties shall sue a party herein released for any matter that is covered by this release. Each signatory to this Contract has been fully advised and understand that the injuries and damages that may be sustained and are waived by this Contract are of such a character that the full extent and type of such injuries and damages, if any, are unknown at the date hereof, and may be of an unanticipated character or extent. Nevertheless, each signatory does hereby for himself/herself and each person on whose behalf he/she has executed this Contract

forever and fully release and discharge the parties herein released and discharged, and understands that by the execution of this instrument no further claims may ever be asserted by the releasing parties, or on their behalves. The undersigned agree as a further consideration that **provisions of Section 1542 of the Civil Code of the State of California are hereby expressly waived**, and the signatories hereto understand that said Section provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

F. INDEMNITY AGREEMENT: In consideration of CLIENTS being permitted to enter the PREMISES, to participate in EQUINE ACTIVITIES, and the TRAINING, services and benefits to be provided under this Contract, including use of the petting zoo and play equipment, and the ability to handle the animals in the zoo, each adult signatory to this Contract hereby agrees to **indemnify, provide a legal defense to, and hold TRAINERS and the City of Novato harmless** from any damages, losses, injuries, demands, claims, settlements or judgments caused by or arising from the: negligent, reckless, and/or intentional acts or omissions of said signatory or a person on whose behalf said signatory has executed this Contract as a parent or legal guardian; a HORSE that is in TRAINING pursuant to this Contract; a HORSE that a person bound by this Contract has brought or caused to be brought onto the PREMISES; or a person who has been brought on the PREMISES or into the proximity of TRAINERS, HORSES in TRAINERS' care, or TRAINERS' CLIENTS by said signatory or a person on whose behalf said signatory has executed this Contract as a parent or legal guardian.

3. RISKS ASSUMED:

The risks assumed by execution of this Contract include, but are not limited to, the risks associated with: (1) EQUINE ACTIVITIES; (2) the failure of any equipment and tack TRAINERS may provide for the purpose of HORSEBACK RIDING (including failures resulting from hidden, latent and patent/obvious defects in the equipment and tack); (3) the acts or omissions of HORSES, animals and/or persons, regardless of whether they are in the control of or under the instruction of TRAINERS; (4) acts of nature; (5) acts of the animals in the petting zoo; and the (7) conditions of the PREMISES and improvements thereon, including the play equipment. The risks acknowledged and assumed by execution of this Contract specifically include, but are not limited to:

A. HORSES ARE INHERENTLY DANGEROUS: Although Morning Star Farm, Inc. carefully selects and trains its lesson and pony ride horses, using reasonable efforts to ensure that its horses will be appropriate for Morning Star Farm, Inc. STUDENTS riding at a beginner or novice level, **HORSEBACK RIDING is a vigorous, rugged, adventurous, recreational sporting activity that at all times, and despite all safety precautions, involves many obvious and non-obvious inherent risks. No HORSE is completely safe; no amount of TRAINING can make a HORSE completely safe; and no amount of care, caution, instruction or expertise can ensure that a CLIENT or HORSE will not be injured while engaging in EQUINE ACTIVITIES. A HORSE is a very large, fast and athletic animal that must at all times be presumed to be unpredictable and potentially dangerous, and a PARTICIPANT must at all times be presumed to be at risk of harm from a HORSE. Even an unprovoked HORSE can stumble, trip or fall, injuring itself, its rider/handler, bystanders, or another PARTICIPANT, and/or another HORSE. HORSES can and do cause damage to property, injury to animals and people, and injury to themselves. This occurs when HORSES are handled with reasonable care by both inexperienced and expert horsemen.**

B. A FRIGHTENED HORSE: If a HORSE is startled, frightened, injured or provoked, it may divert from its TRAINING and act according to its natural survival instincts that include, but are not limited to: stopping short; tripping, falling, stumbling, changing direction and/or speed at will; shifting/throwing its weight from side to side; bucking; rearing; biting; kicking or running from the perceived danger, or pulling back from the person holding the lead line or the object to which the HORSE is tied.

The stimuli that will startle, frighten or provoke a given HORSE may vary from day to day or even from moment to moment. No person can reliably predict the stimuli that will startle, frighten or provoke a HORSE.

C. INCREASED RISKS OF TRAINING AND COMPETITION: The process of TRAINING to improve the performance and skill of the STUDENT or HORSE inherently involves challenging the HORSE and STUDENT to perform tasks they have never before accomplished, and challenging the HORSE and STUDENT to perform familiar tasks with increased precision and/or speed, thus increasing the risks associated with EQUINE ACTIVITIES. Competing on a HORSE inherently involves challenging the HORSE and STUDENT to perform at and test the extreme limits of their skills, thus increasing the risks associated with EQUINE ACTIVITIES.

D. INJURIES CAUSED BY A HORSE: If a rider falls or is thrown from a HORSE to the ground it will generally be at a distance of at least 3½ to 5½ feet in the event of a fall, a greater distance if the rider is thrown, and can be at a high rate of speed. In the event a rider falls from or is dragged by a HORSE, or a horse falls/lands in whole or in part on a person, steps on, kicks, bites or runs into a person, the person may sustain **SERIOUS, PERMANENT PHYSICAL OR MENTAL INJURIES, INCLUDING PERMANENT DISABILITY, PARALYSIS, BRAIN DAMAGE** or even **DEATH**. Those injuries may result in the need for extended medical care or treatment, long term personal care, and/or hospitalization.

E. THE LIMITED BENEFITS OF TRAINING: The degree to which a HORSE can be expected to act predictably, and with good manners, can in most instances be enhanced by regular TRAINING; and the degree to which a PARTICIPANT can minimize their own risk of injury can be enhanced with regular TRAINING.

(1). TRAINING OF A HORSE: Although a HORSE must at all times be presumed to be unpredictable and potentially dangerous, the level and frequency of TRAINING which TRAINER provides to CLIENT'S HORSE will affect the degree to which TRAINER can maintain control over the day to day condition of the HORSE, the level of exercise it has received at any given time, its basic TRAINING, the provision of any needed fine tuning to maintain the achieved level of TRAINING and obedience, and can work with the HORSE to develop and maintain its manners, both on the ground and under saddle. In addition, the degree to which TRAINER has control over and interaction with a CLIENT'S HORSE will affect the extent to which TRAINER can assess its mental and physical condition at any single point in time. A HORSE will not maintain its level of TRAINING without constant reinforcement of that TRAINING. If at any time the level or frequency of TRAINING and handling an OWNER'S HORSE is receiving from TRAINER is reduced, the odds increase that the HORSE will revert to any prior poor manners, develop new bad manners, and the HORSE'S natural survival instincts will overtake its TRAINING in response to stimuli.

(2). TRAINING OF A RIDER: **The rider is ultimately responsible for his or her own safety when mounted on a HORSE.** Upon mounting a HORSE and taking up the reins, the rider is in primary control of the HORSE. The rider's safety largely depends upon his/her ability and willingness to carry out simple instruction, to do so in a timely manner (which may be immediately), and

his/her ability to remain balanced and calm aboard the moving animal. The frequency with which a STUDENT obtains HORSEBACK RIDING instruction from TRAINER will affect the degree to which a STUDENT can minimize their own risk of injury, through improved equitation skills and information provided by TRAINER concerning their own HORSE and HORSES in general. A person may not maintain their achieved level of EQUINE ACTIVITY skill without constant reinforcement through instruction. If at any time the frequency of instruction from TRAINER is reduced, the odds increase that a STUDENT will begin to revert to prior poor habits, will develop new poor habits, or the STUDENT will be unprepared to properly handle new behavior exhibited by a HORSE, whether in the saddle or on the ground._

F. CONDITIONS OF NATURE and PROPERTY: TRAINERS do not own or have exclusive rights to the premises adjacent to Morning Star Farm and are unable to control the condition of those premises or the activities that take place thereon. TRAINERS cannot control and are not responsible for total or partial acts, occurrence or elements of nature or for animals that can startle or frighten a HORSE. Some examples include: thunder, lightning, wind, rain, falling trees, wild and domestic animals, insects, birds, and temperature.

4. **ADDITIONAL TERMS AND CONDITIONS:** In further consideration for the services and benefits to be provided under this Contract:

A. PROTECTIVE HEADGEAR, FOOTWEAR and BODY WEAR: Protective helmets are available and recommended by TRAINERS for all persons participating in an EQUINE ACTIVITY. **At all times while riding or handling a HORSE minors must wear helmets that meet the current ASTM and SEI standards. Helmets that meet the current ASTM and SEI standards must also be worn by all adults while jumping a HORSE.** Protective footwear specifically designed for EQUINE ACTIVITIES, with appropriate heels, hard soles and reinforced toes are available and recommended by TRAINERS. Protective body wear, such as cross-country vests designed to protect the torso in the event of a fall, is also available and recommended by TRAINERS. STUDENTS are exclusively responsible for providing their own protective headgear, footwear and body wear. TRAINERS reserve the right to refuse TRAINING to any person who is not wearing protective headgear, footwear and/or body wear, but TRAINERS bear no responsibility, in whole or in part, for any injuries or damages that arise out of or have been contribute to by CLIENT'S failure to wear such gear while engaged in EQUINE ACTIVITIES under this Contract. Although they assume no duty to do so, TRAINERS may provide protective helmets to STUDENTS who have failed to provide their own, however it is understood that the equipment may not be a perfect fit for the STUDENT; the signatories to this Contract and the STUDENTS assume the risk and responsibility of deciding whether to use the helmet and securing/fitting the equipment on the STUDENT.

B. RULES OF THE PREMISES: CLIENT hereby agrees and represents that in consideration of being permitted upon the PREMISES, for any purpose, he/she has, or immediately upon entry will, review the Morning Star Farm, Inc. barn rules which are available outside of the facility office and upon request. CLIENT acknowledges and stipulates that for purposes of any claim or cause of action arising out of the matters that are the subject of this Contract, he/she, and any person on whose behalf CLIENT has executed this Contract, will be deemed to have read and agreed to comply with the currently posted rules. CLIENT and any person on whose behalf CLIENT has executed this Contract further stipulate and agree that no pregnant women may handle or ride a horse on the PREMISES of Morning Star Farm, Inc.

C. PRIVATE PROPERTY: CLIENTS are responsible for insuring their own HORSES, equipment and other personal items. TRAINERS' insurance does not cover the possessions of others.

5. **ATTORNEYS FEES and COSTS:** In any claim or lawsuit arising out of the matters covered by this Contract or the alleged breach of this Contract, each prevailing party shall be entitled to recover from the non-prevailing parties his/her reasonable attorneys fees and costs incurred in the prosecution or defense of the matter.

6. **CHOICE OF LAW:** The laws of the State of California shall apply to any dispute arising out of matters that are the subject matter of this Contract or any dispute to enforce the terms of this Contract, and shall control the interpretation of this Contract. To the extent that any provision of this Contract may be rendered void or found to be unenforceable, the remaining provisions shall survive to the extent that the intent of the parties with regard to each such remaining provision has not been materially altered by the exclusion of the void / unenforceable provision.

7. **VENUE and JURISDICTION:** Any legal action or proceeding arising out of the activities and matters that are the subject of this Contract, or the alleged breach of this Contract, shall be brought in a court of the State of California, in the County of Marin. All parties to this Contract hereby stipulate that said courts exercise personal jurisdiction over them for purposes of an action arising out of the activities and matters that are the subject of this Contract, or the alleged breach of this Contract, and that said venue is convenient.

8. **NO BAILMENT:** CLIENTS hereby agree and stipulate that no bailment is created by virtue of any service or act performed, or to be performed, pursuant to this Contract.

9. **COMPLETE AGREEMENT:** This Contract constitutes and memorializes the entire agreement between the parties as to the matters provided for herein, and may only be modified by a subsequent written agreement. The parties bound by this Contract agree that no representations, statements or inducements, other than those expressly provided for herein, are relied upon in entering into this Contract.

10. **COUNTERPART:** This Contract may be executed in counterpart, and each copy shall be treated and may be used as if it were an original for any purpose allowed by the laws that apply to this Contract. However, all copies together shall constitute but one Contract.

11. I hereby acknowledge that I have read, understand and, for myself and the persons on behalf of whom I am signing this Contract, voluntarily accept the terms of this Equine Training & Participation Agreement, Liability Release and Indemnity Agreement. I understand that by signing this Contract I am waiving legal rights and assuming legal liabilities on behalf of myself and those persons on whose behalf I am executing this Contract, and intend that my signature be a complete and unconditional assumption of all expressly and impliedly disclosed risks and release of all liability to the greatest extent allowed by law.

PLEASE COMPLETE THIS SUBSECTION. You must complete this subsection on your own behalf, even if you are also executing this contract as a parent or guardian. If you execute this Contract on behalf of a person under eighteen years of age, you are representing that you are the legal parent or guardian of that person and are authorized to enter into this Contract on their behalf.

Both Parents Must Sign Next Page

Both Parents Must Sign Here

(Unless stated on signature line that one parent has full custody or is deceased)

Dated _____ Executed at _____, California

Mother Print Name

Mother Sign Name

Father Print Name

Father Sign Name

If applicable

Legal Guardian Print Name

Legal Guardian Sign Name

Name Each of Your Minor Children You Are Signing For

Name: _____, Date of Birth _____

Name: _____, Date of Birth _____

Name: _____, Date of Birth _____

Name: _____, Date of Birth _____

Adult Rider / Participant On Your Own Behalf

Dated _____ Executed at _____, California

Print Name

Sign Name